REMARKS

This is in response to the Office Action dated June 2, 2004. Claims 1-12 are pending. No claim changes have been made herein. A Notice of Appeal has been filed herewith.

Claim 1 stands rejected under 35 U.S.C. Section 103(a) as being allegedly unpatentable over only Li (US 6,609,050). This Section 103(a) rejection is respectfully traversed for at least the following reasons.

Claim 1 requires "analyzing the window damage of the vehicle and making a determination as to whether the window damage is a result of activity by: (a) a vehicle manufacturer that assembled the vehicle, (b) a glass or window supplier that supplied the window to the vehicle manufacturer, or (c) the vehicle window being subject to impact damage from an object impacting the window; when (a) or (b), processing a manufacturer warranty claim from the customer relating to the window in either a first manner or a second manner different than the first manner depending upon whether the glass expert and/or technician determines (a) or (b), so that the window can be replaced under the warranty; and informing the customer that the damage is not covered by the manufacturer warranty when . . . (c)." Thus, it can be seen that claim 1 requires differentiating between (a), (b) and (c) at the retailer, and then adapting a different subsequent process based on which was determined. The cited art fails to disclose or suggest this.

Li simply discloses a computer-networked system for handling warranty claims such as engine rattling, vehicle shaking, dents, and so forth. There is absolutely nothing in Li which discloses or suggests differentiating between (a), (b) and (c) at the retailer regarding vehicle windows, and then adapting a different subsequent process according to which was determined as required by claim 1. Li is entirely unrelated to the invention of claim 1 in these respects.

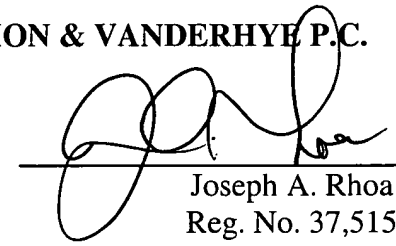
Claim 8 requires "making a determination as to whether the window damage is a result of activity by: (a) a vehicle manufacturer that assembled the vehicle, (b) a glass or window supplier that supplied the window to the vehicle manufacturer, or (c) the customer who owns or operates the vehicle where the vehicle was subjected to impact damage; the retailer providing the vehicle manufacturer a listing of vehicles analyzed by the at least one glass expert and/or technician, the listing differentiating between windows damaged as a result of (a), (b), or (c)." Again, Li fails to disclose or suggest these aspects of claim 8. Moreover, citation to Busche for statistical information cannot cure the aforesaid fundamental flaws of Li. Again, the cited art fails to disclose or suggest the invention of claim 8.

Claim 12 requires "making a determination as to whether the window damage is a result of activity by: (a) a vehicle manufacturer that assembled the vehicle, (b) a glass or window supplier that supplied the window to the vehicle manufacturer, or (c) the customer who owns or operates the vehicle where the vehicle was subjected to impact damage; and providing the vehicle manufacturer a listing of vehicles analyzed, the listing differentiating between windows damaged as a result of (a), (b), or (c)." Again, the cited art fails to disclose or suggest these aspects of claim 12.

For at least the foregoing reasons, it is respectfully requested that all rejections be withdrawn. All claims are in condition for allowance. If any minor matter remains to be resolved, the Examiner is invited to telephone the undersigned with regard to the same.

Respectfully submitted,

NIXON & VANDERHYE P.C.

By: 

Joseph A. Rhoa
Reg. No. 37,515

JAR:caj
1100 North Glebe Road, 8th Floor
Arlington, VA 22201-4714
Telephone: (703) 816-4000
Facsimile: (703) 816-4100